MEMORANDUM OF AGREEMENT

Between

The Knox County Education Association
And

The Knox County Board of Education

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November, 1998

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PREAMBLE

This Agreement is made and entered into this twenty-third day of November, nineteen hundred and ninety eight (November 23, 1998) by and between the Knox County Board of Education, hereinafter called the "Board", and the Knox County Education Association, hereinafter called the "Association."

For the Knox County Board of Education

Jim McClain, Board Chairman

For the Knox County Education Association

Karen Peterman, Association President

ARTICLE I

RECOGNITION

The Board hereby recognizes the Knox County Education Association as the exclusive representative for the purpose of collective negotiations for professional employees of the Board as defined in the Education Professional Negotiations Act of 1978, T.C.A. 49-5-602, but excluding (1) the Superintendent, (2) those employees designated by the Board as management personnel as defined by the Act, (3) employees serving in positions not requiring a license issued by the State Department of Education, (4) employees on non-paid leaves of absence, (5) employees serving in substitute or supply assignments, (6) hourly or per diem employees, and (7) employees serving in programs or projects for which the Board serves only as the fiscal agent or contract administrator on behalf of another agency.

ARTICLE II

DEFINITIONS

- 1. "Association" shall mean the Knox County Education Association or its duly authorized representatives or agents.
- 2. "Board" shall mean the Board of Education of the Knox County School System or its duly authorized representatives.
- 3. "Employee" shall mean any person included in the negotiation unit. Whenever the singular is used in this Agreement it is to include the plural, and references to males will include females.
- 4. "Teacher" shall mean any employee who provides professional services for students but excluding any employee serving in an administrative position as defined in part 5 of this Article.
- 5. "Administrator" shall mean any person serving in an administrative or supervisory position with the title and responsibilities of Superintendent, Assistant Superintendent, Administrative Assistant, Business Manager, Director, Coordinator, Supervisor, Specialist, principal, or Assistant Principal.
- 6. "Day" shall mean calendar day.
- 7. "Interview" shall consist of, but not be limited to, personal, phone, essay or questionaire oral or written.
- 8. "Special Area Program Employees" shall mean employees with assignments in Chapter I, pupil personnel services, special education, intinerant/traveling programs and employees who have regular assignments to more than one building. These employees are assigned to the appropriate department, not to an individual building.

ARTICLE III

ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall be allowed reasonable use of school facilities and equipment for Association business, subject to regulations established by the Board for non-profit and/or other education related organizations. Association meetings shall not occur during the normal work day of employees, nor at other times which conflict with school activities as determined by the building administrator. Any damage costs incurred because of the use of school facilities and equipment for Association business shall be paid by the Association. The Association shall be responsible for the purchase of all necessary materials and supplies.

B. <u>Communications</u>

Individually addressed Association communications may be sent through the regular inter-school mail delivery system to Association members. Bulk mail, limited to sizes and quantity approved by the superintendent or superintendent designee, addressed to the Association faculty representatives, and intended for bargaining unit members only, may also be sent through inter-school mail delivery. Publications which are to be sent through the inter-school delivery system shall not contain Association views concerning contract negotiations or politics.

Any additional communications must be delivered by the Association by other means to the Association faculty representative. The faculty representative will assume the responsibility for distribution to members or their employee mailboxes at a time approved by the building administrator, normally before or after the employee work day.

The Association shall not hold the Board responsible for occasional loss or delay in the delivery of any communications through any interschool delivery system. The Association and the Board agree that students shall not be used to convey Association or Board views nor will they be involved in matters relating to teacher-administrator or Board-employee relationships.

The Board agrees that bargaining unit members in a building may be contacted by local Association staff and Association designated bargaining unit members not assigned to that building for the purpose of conducting official Association business. Such contact shall be limited to employee non-assigned time before and after the employee work day and during duty-free lunch periods, shall be with the knowledge and concurrence of the building administrator, and shall not interfere with normal operation of the school as determined by the building administrator. Any deviation from these conditions will require prior approval of the superintendent or the superintendent's designee.

C. <u>Telephone</u>

The president of the Association shall have, upon request, a telephone installed in an appropriate location as determined by the president and the building administrator. Expenses incurred shall be paid by the Association.

D. Board Agenda

The Board shall place the president of the Association, or his designee, on the agenda for each regular or special Board meeting, provided that a written proposal stating the topic to be discussed is submitted to the Superintendent at least five days prior to the meeting. The specific subjects of bargaining that are currently being addressed at the bargaining table or topics included in the current agreement will not be discussed by the president of the Association, or his designee, at the Board meetings.

Five days before the Board meeting the Association president shall be notified that a copy of the complete proposed Board agenda package is available for the Association. All additional public information to be added to the agenda package shall be made available to the president at the same time it is provided the Board members.

E. Policy Manual

Complete and up-to-date copies of the Board operating policy manual shall be made accessible to employees. Each school shall receive two (2) copies: one for the media center and one for the school office. It shall be the responsibility of the principal to ensure that manuals are updated and policy is current.

The Association shall be provided a copy for the Association president and for each building representative. The Association will ensure that these copies are updated and policy is current.

Nothing in this article shall prevent the Knox County Education Association or the Knox County Board of Education from making, at their own expense, other copies of the document.

The above provisions shall constitute a notice to every member of the bargaining unit of the contents thereof.

ARTICLE IV

MANAGEMENT RIGHTS

The Association recognizes that the Board and the director of schools, as appropriate, have the statutory duty, responsibility and authority in accordance with applicable law and regulations to manage and control all public schools established or that may be established under their jurisdiction; to hire, transfer, reassign, layoff, promote, dismiss, or demote employees and to determine their qualifications therewith and the conditions for their continued employment; to exercise executive, management, and administrative control and authority of the school system properties, facilities, students, and personnel; to establish, change, or modify methods, curriculum, schedules, techniques, machines, extra curricular activities, processes, means, and ends; to formulate the duties, responsibilities, evaluation, and assignment of employees; to increase, decrease, or discontinue operations, programs, or facilities in whole or in part; to contract, subcontract, transfer, lease, assign, or convey services performed by employees in the bargaining unit, in whole or in part; to establish, change, modify, and enforce school regulations and Board policies; provided that no action of the Board or the director of schools shall be inconsistent with the provisions of this Memorandum of Agreement. Provided further, that all rights and powers possessed by the Board or the director of schools prior to execution of this Agreement and not specifically waived herein shall be retained solely and exclusively by the Board and the director of schools.

ARTICLE V

WORK STOPPAGE

The Association agrees that it will not cause or engage in work slowdown, work by rule, work actions, strike, or other stoppage of, or interference with the operation of the public school system. The Board agrees that it will not cause or engage in any lockout for the duration of this Agreement.

In the event of such slowdown, work by rule, work actions, strike, or other stoppage of, or interference with the operation of the public school system caused or engaged in by the Association or agents of the Association, this Agreement shall be null and void and the Board may avail itself of any remedies available under the law. The Board will consider such actions taken by any member(s) of the Association or bargaining unit to be an act of insubordination and may subject the individual(s) to dismissal proceedings.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions

- "Grievance" shall mean an allegation by an employee or the Association that there has been a violation of the terms of this Agreement.
- "Grievant" shall be any employee against whom the alleged violation has occurred, or a representative of the Association for Association grievances.
- 3. "Immediate supervisor" shall mean the principal or, in the case of one not under the authority of a principal, the grievant's supervisor.

B. General Provisions

- 1. The filing and processing of all grievances must adhere to the sequential order prescribed by this Article, and no steps may be omitted or circumvented.
- 2. Time is of the essence and if a grievance is not filed or appealed within the designated time limit, the grievance shall be waived. If, on the other hand, no disposition is made by the Board within the designated time limit for any step, such action shall constitute a denial of the grievance and the grievance may proceed on appeal to the next step.
- 3. The counting of days for the informal procedure shall begin on the day following the date on which the grievant knew, or should have known, of the incident giving rise to the grievance. For each subsequent step, the time period shall begin on the day following the receipt of the grievance notice by the party required to take action. the last day of the computed time period shall be counted, unless it is a Saturday, a Sunday, a school holiday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, a school holiday, or a legal holiday.
- 4. The filing or service of any notice or document herein shall be timely if it is personally served or is mailed by certified mail bearing a postmark of the United States Postal Service within the time period.
- 5. By mutual agreement of the grievant and the superintendent's designee, time limits may be extended.
- 6. If at any point during the processing of a grievance, the grievant elects to pursue judicial relief, he shall waive the right to

further pursue said grievance, and any action previously taken shall be null and void.

- 7. The grievant may withdraw the grievance at any step.
- 8. All grievance hearings shall begin at 4:30 p.m. unless another time is mutually agreed upon by both parties.
- 9. Grievances shall be filed on the standardized Grievance Form as included in Appendix A.
- 10. The grievant or the Association on behalf of the grievant must obtain a grievance file number from the superintendent's designee and enter the number on the form prior to filing the grievance.
- 11. An Association representative shall be permitted to accompany and advise the grievant in all formal steps of the grievance process.

 The grievant shall not be required to discuss the grievance in the absence of an Association representative.
- 12. In the case of any grievance filed on behalf of the Association, the processing of such grievance shall begin with Step II and shall be limited to matters of Association rights specifically granted in this Agreement.

C. <u>Informal Procedure</u>

If an employee feels he has a grievance, he shall first discuss the matter in good faith with his immediate supervisor in an effort to resolve the grievance informally. The time limit for filing a grievance is twenty (20) days. In this informal meeting, the grievant orally shall advise the person that he is giving notice of a grievance, shall cite the particular section(s) of the Agreement which allegedly was/were violated, and shall state the relief sought. However, these statements shall not restrict the grievant in any way should he choose to proceed to formal Step I.

The immediate supervisor shall have ten (10) days after the informal meeting to respond orally to the grievant. No action taken at this level by either party shall be deemed to establish past practice, custom, precedent, or usage as to any other circumstance or occurrences in the past, present or future.

D. Formal Procedure

Step I. If the informal action does not resolve the problem satisfactorily, the grievant shall have the right to lodge a written grievance with his immediate supervisor within ten (10) days following the response of the immediate supervisor in the informal action.

The written grievance shall contain a full and complete statement of facts upon which the grievance is based, a reference to the specific

section(s) of the negotiated Agreement which was/were allegedly violated, and shall state the relief sought.

Upon receipt of the grievance, the immediate supervisor shall within ten (10) days give his written decision to the grievant and the Association. If it is not within the authority of the immediate supervisor to resolve the grievance, he shall sign the form and return it to the grievant who may proceed to Step II.

Step II. If the grievance is not settled in step I, the grievant shall have ten (10) days following the receipt of the Step I decision to appeal to the Superintendent's designee. Upon receipt of the appeal, the Superintendent's designee shall within ten (10) days hear the grievance. Within ten (10) days of said hearing the superintendent's designee shall give his written decision to the grievant and the Association.

Step III. If a satisfactory settlement is not reached in Step II, the Association, upon written request of the grievant, may submit the grievance to arbitration by submitting to the Superintendent's designee a "Joint Request" form for a list of seven arbitrators to be supplied by the Federal Mediation and Conciliation Service. This request by the Association president to the Superintendent's designee for arbitration must be submitted within twenty (20) days after the response at Step II. Within twenty (20 days of the receipt of the list of arbitrators, an Association representative and the Superintendent's designee shall meet to select an arbitrator to hear the grievance. Selection from a list shall be made by each party alternately crossing out a name until one name remains. The moving party shall strike the first name. Each party has the right to reject one entire panel.

The arbitrator shall be limited in making the determination as follows: (a) the arbitrator shall have no power or authority to add to, subtract from, change, modify, or alter in anyway provisions of this Agreement or to impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement; and (b) the arbitrator shall have no power to change any practice, policy, or rule of the Board, nor substitute arbitrator's judgement for that of the Board as to the reasonableness of any such practice, policy, or rule except as it pertains to this Agreement. The decision of the arbitrator shall prevail unless the Board, within thirty (30) days, meets and overrules the arbitrator.

The fees and expenses of the arbitrator, transcripts, and hearing room shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE VII

PROFESSIONAL ADVISORY COUNCIL AND SCHOOL ADVISORY COUNCILS

A. Composition

- 1. The Professional Advisory Council shall be composed of four (4) employees appointed by the Association president and four (4) employees with system-wide responsibilities appointed by the Superintendent. Council members shall serve without additional pay or benefits.
- 2. The Individual School Advisory Councils shall be composed of the principal and at least three (3) employees elected by the faculty in the spring of each year except that, by majority vote, the faculty may form the Individual School Advisory Council as a committee of the whole. Council members shall serve without additional pay or benefits.

B. Responsibilities

- The responsibilities of the Professional Advisory Council shall be 1. limited to advising the Superintendent and Board on the development of the school calendar, the development of the system-wide inservice plans, the development of the agendas for staff development days, the revision of local employee evaluation procedures, the development of procedures for utilization of employees in optional assignments, proposed changes in system-wide discipline policies, the development of teacher incentive programs, and other matters deemed appropriate by mutual agreement of the Superintendent and the president of the Association or by a majority vote of the members of the Professional Advisory Council with approval of the chairperson. All matters related to the administration of the Agreement or presently the subject of negotiations shall be specifically excluded from consideration by the Council.
- 2. The Individual School Advisory Councils shall develop written proposals that will advise the principal and the Professional Advisory Council on matters such as inservice plans, the development of the agendas for staff development days, local employee evaluation procedures, the use of employees in optional assignments, discipline policies, development of teacher incentive programs, allocations of unrestricted resources and other matters deemed appropriate by the principal or chairperson. In addition, these councils may establish other committees as needed with the approval of the principal.

C. Ad Hoc Committees

Upon approval of the Superintendent, the Professional Advisory Council

may establish ad hoc committees to provide expertise and recommendations to the Council regarding special problems or specific proposals. The composition of the ad hoc committees shall be equally divided between Board appointed and Association appointed members. These committees will be considered dissolved at the conclusion of their assigned tasks.

D. Procedure

- 1. It shall be the responsibility of the Professional Advisory Council chairperson to set dates, establish agendas, and conduct meetings of the Council. The Council shall meet no fewer than two times each semester of the school year. All meetings of the Council and its ad hoc committees shall begin at 4:30 p.m. unless another time is mutually agreed upon by the chairperson and the Superintendent. The Professional Advisory Council shall establish its own rules of procedure. The Board shall be obligated for expenses incurred by the Council or its ad hoc committees when approved in advance by the Superintendent.
- 2. Individual School Advisory Councils shall meet no fewer than two times each semester. Meetings of the Individual School Advisory Councils shall not be scheduled during the regular school day nor on any reserved day of the school calendar. A copy of the agenda and minutes of each individual School Advisory Council meeting shall be sent to the chairperson of the Professional Advisory Council and made available to the members of the Professional Advisory Council. Each Individual School Advisory Council shall establish its own rules of procedure.

E. Transmittal of Recommendations

Recommendations of the Professional Advisory Council shall be submitted in writing to the Superintendent. The Board's action or lack thereof, on any recommendation of the Council shall not be used as a basis for a grievance.

ARTICLE VIII

PROTECTION OF EMPLOYEES

A. Legal Action Against An Employee:

Whenever any legal action is brought against an employee arising out of or in the course of the performance of the employee's assigned duties, the Board shall request its legal advisor to consult with the employee concerning his defense. This will not obligate the Board to any provision of defense for the employee.

B. Assault On An Employee:

Whenever any legal action is brought against an employee as a result of the employee's reasonable response in self-defense to an unprovoked assault arising out of and in the course of the performance of the employee's assigned duties, the Board shall give full legal assistance.

The provisions of this section shall be dependent upon the employee reporting, as soon as practicable, to his immediate supervisor concerning all aspects of the event.

C. <u>Safety Provisions</u>

The Board recognizes a mutuality of responsibility between itself and its employees to provide a work environment which is free of unsafe or hazardous conditions. The Board agrees to maintain safe and sanitary conditions in accordance with applicable federal, state and local laws and regulations in all work areas. It shall be the responsibility of each employee to perform assigned duties in a manner which is safe and nonhazardous and to report to the Superintendent or his designee, on forms provided by the Board and transmitted through the immediate supervisor, any misuse of school property or repairs needed to such property or any imminent hazardous conditions.

Such protective devices which the Board determines it may reasonably be expected to provide in school laboratories and shops shall be so provided. Such devices so provided shall be used by employees under the same circumstances as students are required to use them.

ARTICLE IX

IN-SERVICE EDUCATION

The Professional Advisory Council shall advise the Superintendent and Board on the development of system-wide in-service plans in accordance with the requirements of the Tennessee "Guidelines for Planning Approvable In-Service Education Activities."

A copy of the system in-service plan shall be provided to the Association president at the time of submission to the State Commissioner of Education. Copies of any changes or modifications of this plan shall also be provided to the Association president at the time they are submitted to the Commissioner.

ARTICLE X

WORKING HOURS

A. Work Day

- Except for times when the needs of the system or requirements of the job dictate, the normal length of the employees' work day shall be seven hours and forty-five minutes for teachers and eight hours for administrators. Employees shall be at their place of assignment at times designated by their principals or immediate supervisor.
- 2. All teachers shall have a duty-free lunch period of the same length as the student lunch period.
- 3. Planning time will be provided for teachers whenever possible, as determined by the principal.

B. Meetings

Employees shall be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings. Faculty meetings scheduled by the principal for the efficient operation of the school shall begin no later than fifteen minutes after the close of the students' school day and shall last no longer than one hour except in cases of emergency as determined by the principal. Notice shall be given to involved employees at least one day prior to the meeting except in cases of emergency. Association business shall not be a part of the faculty meeting but may be conducted following the close of the faculty meeting. Employees not wishing to remain for the Association business session shall not be required to remain. Other meetings scheduled for in-service training or professional growth shall not be subject to faculty meeting time regulations.

C. Administrative Prerogative

Any immediate supervisor shall have the right to extend to employees under his supervision courtesies and special privileges and/or dispensations so long as all members of his staff are treated equitably. Complaints relating to this section are not grievable.

ARTICLE XI

TEACHING FACILITIES

A. Work Space

The Board shall strive to make available in each school, as funds and space permit: a work area for teachers; restroom and lavatory facilities exclusively for teacher use; space and facilities for teachers to conduct their business and store necessary equipment, supplies, and personal belongings; an appropriate area and other facilities for employees who work in more than one building; and a faculty lounge. As new buildings are planned, consideration shall be given to providing these facilities in the initial construction.

Subject to the availability of funds, the Board agrees to provide service for all machines used in the instructional operation of the school which were originally purchased by the Board.

ARTICLE XII

STUDENT DISCIPLINE PROCEDURES

A. Board Support and Assistance

The Association recognizes that the Board has the sole authority to adopt policies describing student discipline procedures for the Knox County Schools, including, but not limited to, corporal punishment, classroom control, suspension, expulsion, and assault on employees.

B. Discipline Management

- 1. A teacher may refer a student to the principal when the student's continued presence in class is disruptive to the learning process. The teacher shall document the particulars of the incident on the form provided by the principal. The principal shall make available to the teacher, upon the teacher's request, a copy of the completed discipline report.
- 2. The Board shall strive to make available, as funds and space permit, teaching assistants whose responsibilities shall include the supervision of students in a disciplinary area. The determination of need in each school shall be the sole responsibility of the Board.

C. <u>Discipline Procedure Development</u>

Each school faculty, through its Individual School Advisory Council, shall formulate recommendations for the uniform and fair application of system-wide discipline policies at the local school level. Individual School Advisory Councils may submit recommendations for proposed discipline policy changes for consideration by the Professional Advisory Council.

ARTICLE XIII

PERSONNEL FILES

A. Contents

- 1. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the employee's initial employment, as allowed by law.
- 2. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in an employee's personnel file.
- 3. No anonymous material shall be maintained in an employee's personnel file.
- 4. The employee's file shall include, but not be limited to, all dated evaluations and records of employment.

B. Maintenance

- 1. The school system shall maintain the employee's personnel files at the system's central office.
- 2. An employee shall be provided a copy of negative or derogatory material that is placed in his personnel file prior to the time it is placed in the file. Except in the case of pre-employment documents or dated evaluations, the employee shall have the right to meet with the Director of Human Resources prior to the material being placed in the file. He shall also have the right to prepare a written response to the material which shall be attached to the material and become a part of the file.
- 3. The Board shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Such a log shall be available for examination by the employee.
- 4. In the event that the Board removes any material from an employee's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.

C. Access to Files

1. An employee shall have the right, upon request to the Human Resources Office, to review the contents of his personnel file and to receive copies of any documents contained therein. This right shall not apply to documents referred to in paragraph A. 1 preceding.

2. The superintendent, Board members, need-to-know central office staff, the employee's principal or prospective principal, and/or supervisor or prospective supervisor may view a personnel file without the employee being present. Persons presenting a subpoena, a lawful order of a court of competent jurisdiction, or other lawful order issued in accordance with the provisions of Tennessee Code Annotated, Title 10, Chapter 7, may view a personnel file without the employee being present. The employee will be advised if anyone else requests to view his file.

D. <u>Use of Files</u>

The Board shall not base any adverse action against an employee upon materials which are contained in such employee's personnel file unless the materials had been timely placed in the file in accordance with paragraph B.2 preceding.

ARTICLE XIV

JOB FITNESS EVALUATION

The Board may require of an individual employee, for the purpose of determining job fitness, a complete evaluation by a physician mutually agreed to by the Director of Human Resources and the employee. Failing to reach mutual agreement on a physician within five (5) working days from receipt of written notification, the employee shall select a physician from the Board-approved Physician Panel. Any such panel shall include not fewer than ten (10) physicians. Such evaluation shall be at the Board's expense.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

Each member of the unit shall be entitled to the following temporary leaves of absence with full pay each school year:

A. Sick Leave

At the beginning of each school year each employee shall be credited with one (1) day of sick leave allowance for each twenty (20) days of contractual employment, in accordance with state board regulations. Each employee shall be given a copy of an account of accumulated sick leave days with each pay check. This monthly report will reflect sick leave days advanced for the current contract year and sick leave days reported and posted prior to the closing of the payroll period.

B. <u>Personal Leave</u>

Each employee shall be eligible for two (2) days personal leave each school year to be earned at the rate of one (1) day per half year employed, in accordance with state board regulations. Personal leave request is to be submitted to the immediate supervisor at least three (3) days prior to the beginning date of the requested leave. In cases of emergency, the three (3) day notification period may be waived by the immediate supervisor. Except in cases of emergency as determined by the immediate supervisor, personal leave days are not to be taken on inservice days, on a day adjacent to a designated school holiday, or during the last two (2) weeks of the school year.

C. Religious Rite or Ordinance

Each employee may receive leaves of absence, up to a maximum of two (2) days per year, for the observation of an established religious rite or ordinance.

D. Jury Duty

Any employee performing jury service shall be provided a temporary leave of absence for such service. Evidence of appearance for jury service shall be filed with the Finance Department. Any fees resulting from jury service, less expenses incurred, (not to exceed the daily rate of pay) shall be paid to the Board by those receiving leave pay.

E. Legal

Any employee summoned or subpoenaed by a court of competent jurisdiction to appear during working hours in a judicial or administrative proceeding shall be provided a leave of absence for such purpose. A copy of the summons or subpoena indicating the required court appearance shall be filed with the Business Office. Any fees resulting from court service or proceedings, less expenses incurred, (not to exceed the daily rate of pay) shall be paid to the Board by those receiving leave pay.

Should a unit member defendant in a criminal case be found guilty or be held in comtempt of Court, he shall forfeit his right to the above leave pay.

F. Arbitration

Any employee called during working hours to testify in arbitration matters concerning this Agreement shall be provided administrative leave with no loss of pay or benefits. The calling party shall be responsible for paying the cost of substitutes.

G. Association Leave

At the beginning of the school year the Board shall provide up to seventy-five (75) days of release time to be used by the Association for officers or agents of the Association. Upon request of the Association, an additional thirty-five (35) days may be granted with the Association paying the cost of the substitutes. Association leave requests shall be submitted to the employee's immediate supervisor on Association Leave forms included in Appendix D. at least three (3) days prior to the date of leave. Leave for Political Action Committee election-related activities shall not be taken as a part of Association leave days provided by the Board.

Any employee shall be granted upon request a leave of absence for the purpose of serving as a full-time officer of the Association or its affiliates. Such leaves are without pay and may be renewable on a year-to-year basis not to exceed a total of (2) years. Such employee shall return to the same position and shall be advanced on the salary schedule and maintain the same fringe benefits as if he had worked in the system during such period.

ARTICLE XVI

TRANSFER PROCEDURES

A. Definitions

- 1. "Transfer" shall mean any change of employee building or special area program assignment.
- 2. "Employee-initiated transfer" shall mean any transfer initiated by the employee.
- 3. "Involuntary transfer" shall mean any transfer caused by events or circumstances such as declining enrollment, curricular changes, and/or reorganization without the concurrence of the employee. Involuntary transfers may be initiated by members of the administrative staff, the principal, or by directive of the Superintendent.
- 4. "Administrative transfer" shall be any transfer made in the best interests of the school system and initiated by directive of the Superintendent. Such administrative transfers shall take precedence over all other transfers, shall not be subject to the criteria for employee-initiated and/or involuntary transfers, and shall not be made for arbitrary and capricious reasons.
- 5. "Position" shall mean any assignment which requires a license issued by the state department of education.
- 6. "Vacancy" shall mean any position not presently filled by a current permanent employee, any position in which the employee has given written notice of resignation or retirement, or any position not being held for an employee on leave.
- 7. "Special area program" employees shall mean employees with assignments in Chapter I, pupil personnel services, special education, itinerant/traveling programs, and employees who have regular assignments to more than one building. These employees are assigned to the appropriate department, not to an individual building.
- 8. "Seniority" shall mean the length of an employee's continuous contractual service from the most recent date of employment in the Knox County School System. A part-time employee shall be entitled to credit for length of service in the same proportion that the contract time of such part-time employee bears to the contract time of a full-time employee. Seniority shall not accrue during authorized unpaid leaves of absence and/or periods of layoff. In the event that two or more employees have equal seniority, their relative rank shall be determined by a random selection process approved by the president of the Association.

- 9. "First consideration" shall mean that the employee shall be interviewed and considered for the position prior to other applicants. If the employee can't be contacted after reasonable attempts have been made, the system will be considered to have satisfied the requirements of this section.
- 10. "Interview" shall consist of, but not be limited to, personal, phone, essay or questionaire oral or written.

B. General Provisions

- 1. When transfers are necessary, the principal, the appropriate Assistant Superintendent, the Director of Human Resources and appropriate director, coordinators and supervisors will consider the program needs of the school and determine where changes can best be made.
- In the event there are no immediate openings, the principal may or may not conduct interviews of any employees requesting a transfer. However, if a position should occur within the building, the procedures outlined in employee-initiated transfers will be followed.

C: Employee-initiated Transfers

- 1. Employees desiring a transfer shall make a request in writing to the Human Resources Department on a form provided by the Board.
- 2. A request for transfer shall be made no later than April 25 of any year in order to be considered for the following school year.
- 3. Such request shall include (1) the specific school(s) or special area program(s) to which the employee desires to be transferred, (2) the grade(s) and/or subject(s) to which the employee desires to be assigned, and (3) the order of preference.
- 4. All requests for employee-initiated transfer shall expire on September 15 of each year. Refiling of expired request will be necessary if further consideration is desired.
- 5. In evaluating a request for transfer, consideration shall be given to training, licensure, experience, race, sex, age, curriculum needs, accreditation requirements, and other information pertinent to the position as determined by the Board.
- 6. Employees from within the school system who have filed a request for transfer in accordance with parts 1, 2, and 3, of this section shall be given first consideration in filling vacancies, except those which occur after the beginning of the school year.
- 7. After April 25, any employee shall be allowed to request

consideration for a transfer for any vacancy by filing a formal request within the time frame on the posting. Such employees shall be considered for the positions for which they have applied on the same basis as other applicants.

D. Posting of Vacancies

- 1. All known vacancies for the next school year will be listed in the Administrative Bulletin, posted in all schools, and sent to the Association not later than May 10, and weekly thereafter until the last publication of the Administrative Bulletin of the school year.
- 2. From the date of the last publication of the Administrative Bulletin of the school year through the first publication of the Administrative Bulletin of the following school year, vacancy notices shall be posted on a designated bulletin board at the central office and sent to the Association.
- 3. Unless specifically indicated to the contrary, notices posted from August 1 to the beginning of the school year shall be for information purposes only and shall not constitute an invitation to apply but will indicate vacancies to be filled from the existing applicant pool. For the purposes of this article, the beginning of the school year shall be the contract date for teachers.
- 4. All vacancies occurring during a school year will be filled on a temporary, non-tenure basis for the remainder of the year and advertised as a vacancy for the following school year. Exceptions may be made for special assignments upon the recommendation of the Superintendent. Such special assignments will be listed in the Administrative Bulletin, posted in all schools, and sent to the Association. Present employees may apply and will receive consideration for these special assignments.
- 5. Notification of vacancies shall contain the date of posting, description of the position, location of the position, requirements for the position, name of person to whom the application is to be returned, and the deadline for filing such applications.

E. <u>Involuntary Transfers</u>

1. When the Board has determined that the number of certificated employees in a given building or special area program must be reduced, all appropriately licensed employees in the building (elementary), or department of the building (middle or high school), or in the special area program which is slated to lose staff members shall be asked by the Director of Human Resources or his designee if they would voluntarily transfer.

- 2. If the number of volunteers is not sufficient to achieve the required reduction, the Board shall transfer the additional employee(s) in the affected building (primary or intermediate), building K-2 or 3-5 grade group (elementary), building department (middle or high school), or special program area in accordance with the least amount of system-wide seniority. However, if a negative racial impact, as determined by the Board, would result from the transfer(s), the employee(s) in the affected building grade group, building department, or special program area with the least amount of system-wide seniority whose transfer(s) would not result in a negative racial impact would be transferred. When possible, the employee shall be given at least ten (10) days notice.
- 3. Employees involuntarily transferred in accordance with this section shall be given the same opportunity to indicate assignment preferences as employees transferring voluntarily.
- 4. If an employee is transferred due to an anticipated reduction in pupil enrollment in a grade, department, or program area and the anticipated reduction does not materialize within thirty (30) days after the beginning of the next school year, the employee shall be given the option of returning to his original position.
- 5. An employee who has been involuntarily transferred under the provisions of this section shall receive first consideration for an employee-initiated transfer over employees who have not been involuntarily transferred the previous year.
- 6. If a school closing occurs, employees in that school shall be given every consideration possible in choosing from vacant positions, including priority over new employees and those requesting transfers.

ARTICLE XVIII

SALARIES AND WAGES

A. Salaries Schedules

The salary of each employee covered by the regular salary schedule is set forth in Appendices B and B1 which are attached hereto and made a part of this Agreement. Supplement salary schedules are set forth in Appendix C. Annual salaries and supplements are effective on July 1 of each year.

The Knox County salary schedule shall be determined by adding the appropriate salary supplement from Appendix B1 to the "Annual Salary Schedule for Certified Classroom Teachers and Principals" (Rules, Regulations, and Minimum Standards 0520-1-2-.05).

B. Method of Payment

1. Each employee shall be paid his/her contracted salary in twelve (12) monthly installments. Employees shall choose either automatic deposit or U.S. Mail as the means of delivery. Unless otherwise designated in Part 2, "Exceptions", regular pay shall be made on the twenty-fifth (25th) of each month, when the twenty-fifth is a regular school day.

2. Exceptions

When a pay date falls on or during a school holiday, system-wide inservice day, vacation or weekend, employees shall receive their pay on the last previous working day.

In the event an employee's paycheck is lost in the U. S. Mail, a duplicate paycheck may not be reissued until ten (10) working days have elapsed.

Employees hired for less than a full contracted year will have their pay prorated according to the length of their contracts.

3. Accrued Salary

Each employee shall have the option of receiving all of his/her accrued contracted salary with the June check.

C. Flexible Benefits Program

Effective January 1, 1991, each employee shall be eligible to participate in the Knox County Government Flexible Benefits Program (also referred to as "Cafeteria Plan") in accordance with the provisions of Section 125 of the IRS Tax Code and procedures established by the Knox County Government and/or the Plan Administrator. Participation shall be available to employee execution of a Flexible Spending Program

Compensation Reduction Agreement. the rules, regulations, procedures, benefits, coverage's, and selection of administrator of the Flexible Benefits Program shall be solely determined by the Knox County Government.

D. Experience Credit

Pending the outcome of existing litigation (Chancery Court Docket No. 110887-2), all newly employed teachers and all currently employed teachers shall be subject to a five year prior teaching experience limit for purposes of the local salary supplement schedule. No teacher shall be denied full recognition of experience in the Knox County or former city system. In accord with prior practice, credit for experience beyond the five year limit may be granted by the Board if recommended by the Superintendent. For purposes of the State salary schedule, teachers shall receive credit for all experience recognized by the State Board of Education.

ARTICLE XIX

INSURANCE

A. <u>Health Insurance</u>

The Board shall pay forty-nine dollars (\$49.00) per month per participating employee toward the cost of the health insurance plan with this amount not to exceed five hundred eighty-eight dollars (\$588.00) in any twelve (12) month period.

Any payments made by the state on behalf of an eligible employee, or his dependents, in accordance with Tennessee Code Annotated, Title 8, Chapter 27, shall be in addition to the contributions of the Board and the employee as specified in this Article.

In the event that the sum of the employee's contribution, the Board's contribution, and any state contribution is not adequate to pay premium costs, the additional cost shall be paid by the employee. The health insurance coverage, conditions, carrier, and rules for administration shall be those specified in the Teacher Plan of the State Group Insurance Program. The employee shall pay any additional premium costs which are required for selected family or supplemental coverage.

B. <u>Dental Insurance</u>

The Board shall make available to all unit members a group dental plan which shall be subject to requirements imposed by the selected carrier. The Board shall pay \$4.00 per month per participating employee with this amount not to exceed \$48.00 in any twelve (12) month period. The employee shall pay any additional premium costs for the selected coverage. The carrier of this plan will be the sole discretion of the Board and may be changed at any time by the Board. The minimum specifications of the plan shall be those recommended to the Board by the Insurance Advisory Committee.

In the event of a change in carrier, the Board shall notify the Association of the date, time, and place of the opening of bids thereof not less than five (5) school days in advance of the opening.

C. Term Life Insurance

The Board will provide a term life insurance policy for each member of the unit. The effective date of this insurance for new employees will be the date of employment. The carrier of this policy will be the sole discretion of the Board.

The life amount shall be one and one-half times the employee's annual salary with a minimum benefit of twenty thousand dollars (\$20,000) and a maximum benefit of fifty thousand dollars (\$50,000). (See Appendix E) [1.50 X Annual Earnings; \$50,000 maximum; \$20,000 minimum]

D. Accident Protection Insurance

The Board will provide a school-time accident protection insurance policy for each member of the unit. Such policy shall be the same policy made available each year to students. The carrier and coverage of this policy will be the sole discretion of the Board.

E. Insurance Advisory

The Insurance Advisory Committee shall be composed of three (3) employees appointed by the president of the Association and one (1) person appointed by the Superintendent. The Committee chairman shall be elected by the members of the committee. The responsibilities of the committee shall be limited to advising the Superintendent and Board on matters related to employee insurance programs covered by this Article. It shall be the responsibility of the Committee chairman to set meeting dates by mutual agreement with the Superintendent's appointee, establish agendas, and conduct meetings of the Committee. All meetings of the Committee shall begin at 4:30 p.m. unless another time is mutually agreed upon by the chairman and the Superintendent. The Board shall not be obligated for expenses incurred by the Committee except when approved in advance by the Superintendent. The president of the Association or the Superintendent may request a meeting of the Committee at any time, such meeting to be scheduled within ten (10) school days, whenever possible.

ARTICLE XX

PAYROLL DEDUCTIONS

A. <u>Authorization</u>

Any employee who is a member of the Association or who has applied for membership may authorize the Association to deliver to the Board an assignment authorizing continuing payroll deduction of professional dues to KCEA/TEA/NEA. The assignment form shall be provided by the Board to the Association by August 15 and shall include but not be limited to employee's name, home address, phone number, and social security number. Authorization for dues deduction is revokable at the employee's request upon thirty (30) days written notice to the Board. A notice of all revocations of dues deductions shall be provided to the Association on a monthly basis at the time of transmission of dues.

B. Continuing Deduction

Pursuant to the deduction authorization, the Board shall deduct one-eighth (1/8) of total dues from the regular salary check of the Association member each month for eight (8) months, beginning in October and ending in May. Such deductions shall continue from one year to the next without interruption except that, in the event an employee does not receive a check or the employee's check is not sufficient after all other deductions to deduct the dues, there shall be no dues deduction.

The Association shall deliver to the Board by September 15 an alphabetical list of changes in continuing membership for the current school year.

C. Prorated Deduction

Deductions for new Association members authorizing dues deductions after the date of the commencement of deductions as in Section B. of this Article shall be prorated according to authorization by employee. No deduction will commence after February 1 and all will end in May of each year.

D. Transmission Dues

With respect to membership dues deducted by the Board, the Board shall remit to the Association, within ten (10) calendar days, the total amount deducted, accompanied by an alphabetical list of employees from whom such deductions have been made.

E. Limitations on Other Deductions

Except when an employee's check is sufficient to cover deductions, continuing deductions other than dues which have been authorized by an employee and made effective by the Board shall not be interrupted without a thirty (30) day written notice by the employee to the Board.

ARTICLE XXI

RETIREMENT BONUS

Individuals actively employed by the Knox County Board of Education at the time of their retirement will be eligible for a bonus of twenty dollars (\$20.00) per day for all accumulated and unused sick leave days.

ARTICLE XXII

INDIVIDUAL CONTRACTS

Any individual contract between the Board and an individual member of the bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XXIII

DURATION

A. General

Except as otherwise provided herein, this Agreement, and all provisions therein, shall be effective as of July 1, 1998, and shall remain in full force and effect through June 30, 2001.

Negotiations for a successor Agreement will begin provided that between one hundred fifty (150) days and one hundred twenty (120) days prior to this Agreement, the Association notifies the Board by certified mail of its desire to negotiate. Upon such notification, negotiations for a successor agreement shall begin in not less than thirty (30) days nor more than forty-five (45) days from the date of said notice.

B. Reopeners

Article XVIII, Salaries and Wages, Article XIX, Insurance, and three (3) articles selected each party from those articles not specifically excluded from reopening by this Agreement may be renegotiated annually with negotiations to begin during the first week in March. This article shall remain in force and shall not be reopened until negotiations begin on a successor agreement as provided in Section A. of this article.

ARTICLE XXIV

SAVINGS

Should any provision, part of a provision, or portion of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State Law or Executive Order of the President of the United States or Governor of the State of Tennessee pursuant to law, or final adjudication of any court of competent jurisdiction, all other provisions of this Agreement shall continue in full force and effect for the life thereof. The parties agree that any article, provision, portion, or application so set aside shall be the subject of negotiations for the purpose of agreeing on substitute language or the exclusion of the Article from this Agreement. Such negotiations shall be strictly limited to the article, provision, portion, or application held unlawful and shall be initiated on the request of either party.

ARTICLE XXV

PRINTING AND DISTRIBUTION OF AGREEMENT

Complete and up-to-date copies of the Memorandum of Agreement shall be made accessible to employees. Each school shall receive two copies: one for the media center and one in the school office. It shall be the responsibility of the principal to ensure that these copies of the Memorandum of Agreement are updated and kept current.

The Association shall be provided one copy for the Association president and one copy for each building representative. The Association will ensure that these copies are updated and current.

The above provisions shall constitute a notice to every member of the bargaining unit of the contents thereof. In addition, following ratification of contract changes, the principal shall allow the building representative time with faculty, at a regularly scheduled staff meeting, to explain changes in the Agreement.

Nothing in this article shall prevent the Knox County Education Association or the Knox County Board of Education from making, at their own expense, other copies of the document.

The cost of printing shall be divided equally between the Board and the Association.

ARTICLE XXVI

ENTIRETY OF AGREEMENT

The Board and the Association agree that, during the negotiations which culminated in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, except as provided in Article XXIV, Savings, or by mutual consent, the parties hereby waive for the life of this Agreement any rights to negotiate or to bargain with respect to any matter whether or not covered by this Agreement or in negotiations leading hereto.

APPENDIX A

GRIEVANCE FORM

KN	OX COUNTY B	OARD OF EDUCATION		(Ob t	vance Registe ained from Of ignee)	r No. fice of Supe	rintendent's
ı.	Name			Work	Location		
	Last	First	Middle				
2		a to the Carlo	wasaa Ta Cubmi				
		Supervisor to Whom Grie					
3.	Article(s)	and Section(s) Violate	ed		<u></u>	Violation	Date
4.	Facts Upon	Which Grievance Is Bas	sed:				
					•		
ς	Relief or S	Remedy Sought:					
٠.	WEITEL OF	temedy Jodgiic.		•			
6.	Grievant's	Signature			Date Form (Completed	
		MEDIATE SUPERVISOR.	Initial		Dare Form	Received	<u> </u>
					Bacc 101M		
	Disposition		GRANTE	U.			
9.	Reason for	Decision:					
						·	
	w 11			•	Date	of Panly	
		Supervisor's Signature_	· · · · · · · · · · · · · · · · · · ·				
11.	Grievant's	Initial			Date Keply	Received	
12.	STEP II. S	UPERINTENDENT'S DESIGN	EE. Initial		Date Form	Received	······································
13.	Disposition	(circle): DENIED	GRANTE	a		ν	•
14.	Reason For	Decision:					
			•				
15.	Superintend	ent's Designee's Signa	ture		Date.	of Reply	
16.	Grievant's	Initial	 		Date Reply	Received	
		ADVISORY ARBITRATION.					
	•	dent's Designee Retain					
	Caberrine	serie o peorònee neceri					

⁽If additional space is required, please attach a second sheet, identifying the extension of items above by referring to the item number at the left.)

APPENDIX A

INSTRUCTIONS FOR COMPLETING GRIEVANCE FORM

GENERAL INSTRUCTIONS:

Before a member of the bargaining unit submits this grievance form to the immediate supervisor, the grievant <u>MUST</u> call the office of the Superintendent's designee and secure a grievance register number, which the grievant <u>MUST</u> enter on the form.

All responses and appeals shall be made on the original form completed by the grievant. The original shall be submitted in successive steps of the grievance procedures and shall be hand-delivered by the sending party. After receipt is acknowledged, copies shall be sent to individuals indicated at each step.

GRIEVANT'S STATEMENT

- 1. Grievant enters his full name, work location, and home phone number.
- 2. Grievant enters full name of immediate supervisor.
- 3. Grievant enters Article(s) and section(s) of the negotiated Agreement violated and the date of the violation.
- 4. Grievant describes facts upon which grievance is based.
- 5. Grievant enters relief or remedy sought.
- 6. Grievant signs and enters date form completed. (Grievant transmits original to immediate supervisor and a copy to Superintendent's designee.)

STEP I. IMMEDIATE SUPERVISOR

- 7. The immediate supervisor initials form and enters date received.
- 8. Immediate supervisor circles disposition made.
- 9. Immediate supervisor states reason for decision.
- 10. Immediate supervisor signs and enters date of reply.
- 11. Grievant initials and enters date reply received. (Immediate supervisor reproduces form, returns original to grievant, and transmits a copy to Superintendent's designee and to the Association).

STEP II. SUPERINTENDENT'S DESIGNEE

- 12. Superintendent's designee initials form and enters date received.
- 13. Superintendent's designee circles disposition made.
- 14. Superintendent's designee states reason for decision.
- 15. Superintendent's designee signs and enters date of reply.
- 16. Grievant initials and enters date reply received. (Superintendent's designee reproduces form, returns original to grievant and transmits a copy to immediate supervisor whose name appears in Step I and to the Association).

STEP III. ADVISORY ARBITRATION

- 17. Superintendent's designee initials form and indicates date received. (FMCS Joint Request form must accompany grievance form)
- 18. Superintendent's designee retains original, enters date copy sent to grievant.

APPENDIX B

Teachers Salary Schedule 1998 - 1999

Revised January 1999

Includes local increase retroactive to July 1998.

Includes 2% Increase to State Salary Scale Effective January 1999 for Half of Year

Step	Bachelor	Master	Master + 45	EDS	Doctor
3775	Dacircion	1_1552534		<u></u>	- Control of the Cont
0	25,279	27,000	28,601	29,072	30,639
1	26,176	27,917	29,521	29,984	31,554
2	26,295	28,037	29,641	30,104	31,673
3	26,778	28,669	30,273	30,737	32,306
4	27,148	29,095	30,668	31,142	32,755
5	27,752	29,746	31,332	31,770	33,365
6	28,381	30,399	31,985	32,432	34,043
7	28,999	31,058	32,625	33,101	34,677
8	29,808	31,956	33,513	33,994	35,575
9	30,413	32,591	34,167	34,648	36,240
10	31,041	33,234	34,825	35,292	36,873
11	31,674	33,868	35,492	35,916	37,517
12	32,366	34,569	36,163	36,887	38,241
13	33,027	35,278	36,889	37,593	38,952
14	33,718	36,010	37,586	38,302	39,638
15	34,609	36,970	38,552	39,018	40,614
1.6	35,023	37,384	38,965	39,432	41,028
17	35,594	37,955	39,537	40,003	41,599
18	36,196	38,557	40,138	40,604	42,201
19	36,446	38,807	40,388	40,854	42,451
21	36,607	39,018	40,599	41,065	42,662
22	36,957	39,368	40,949	41,415	43,012
26	37,462	39,873	41,454	41,920	43,517

This scale is for certified teachers for a school term of 200 days.

Newly employed teachers may receive credit for up to five years prior teaching experience. Exceptions may be made by the Board with the Superintendent's recommendation.

This salary scale includes any increases incorporated in the Tennessee State annual salary schedule for certified teachers.

Local salary supplements are included in this schedule in accordance with TCA 49-3-306.

1998 - 1999 Supplement Schedule

200 Day Base (Master's Degree, Step 0 times 1.000)*

		Step O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Classification	-										
	A. Coordinator	0.325	0.365	0.405	0.445	0.485	0.525	0.565	0.605	0.645	0.685	0.725
	B. Principal	0.325	0.365	0.405	0.445	0.485	0.525	0.565	0.605	0.645	0.685	0.725
	C. Principal	0.290	0.330	0.370	0.410	0.450	0.490	0.530	0.570	0.610	0.650	0.690
	D. Supervisor	0.290	0.330	0.370	0.410	0.450	0.490	0.530	0.570	0.610	0.650	0.690
	E. Principal	0.240	0.280	0.320	0.360	0.400	0.440	0.480	0.520	0.560	0.600	0.640
	F. Special Assignment	0.240	0.280	0.320	0.360	0.400	0.440	0.480	0.520	0.560	0.600	0.640
	G. Principal	0.240	0.280	0.320	0.360	0.400	0.440	0.480	0.520	0.560	0.600	0.640
	H. Principal	0.185	0.225	0.265	0.305	0.345	0.385	0.425	0.465	0.505	0.545	0.585
	I. Principal	0.135	0.175	0.215	0.255	0.295	0.335	0.375	0.415	0.455	0.495	0.535
	J. Asst. Prin H.S.	0.135	0.175	0.215	0.255	0.295	0.335	0.375	0.415	0.455	0.495	0.535
	K. Asst. Prin K-8	0.080	0.120	0.160	0.200	0.240	0.280	0.320	0.360	0.400	0.440	0.480
	L. Sys-Wide Assignment	0.050	0.070	0.090	0.110	0.130	0.150	0.170	0.190	0.210	0.230	0.250
**	M. Supplement	0.100	0.125	0.150	0.175	0.200	0.225	0.250				
**	N. Supplement	0.060	0.075	0.090	0.105	0.120	0.135					
**	O. Supplement	0.040	0.050	0.060	0.070	0.080	0.090					
**	P. Supplement	0.030	0.037	0.045	0.052							
***	Q. Dept. Chairman	0.012	0.015	0.017	0.020	0.023	0.026					

Supplement to be added to salary for which employee qualified on the Teacher's Salary Schedule prorated to number of days of the contract.

***Department chairman's supplement determined by the number of sections in department:

Step 0 (6-14 sections), Step 1 (15-23 sections), Step 2 (24-32 sections), Step 3 (33-41 sections), Step 4 (42-50 sections),

Step 5 (51 plus sections). These supplements are not prorated.

Footnote: The following positions are outside of the negotiated agreement.

A Director shall be compensated at the maximum level of the teacher salary scale plus the maximum level of the supplement scale prorated to the number of contract days.

An Administrative Assistant to the Superintendent shall receive compensation at least equal to the total possible compensation of the highest paid Administrator.

An Assistant Superintendent shall receive compensation equal to the highest paid Administrative Assistant plus an additional monthly increment.

^{*}Applies to employees who hold a Master's degree or above. Other supplements based on Bachelor's degree, Step 0 times 1.000.

^{**} These supplements not prorated.

APPENDIX D

ASSOCIATION LEAVE REQUEST Knox County Schools

Name	
School	
Date	
Association leave is reque	ested forday(s) beginning
date	ending dateto
attend(Name of Confe	to be held in erence or Meeting) My purpose in attending is.
	(Signature)
App	roved by(Principal)
App	roved by (Association President)
App	roved by (Superintendent)

NOTE: This request must be submitted in duplicate.

APPENDIX E

Life Insurance Features:

1.50 X Annual Earnings = Benefit Amount
Fifty Thousand Dollar Maximum Benefit
Twenty Thousand Dollar Minimum Benefit
No Benefit Termination Due to Age
Benefits Reduce to 65% at Age 65, 50% at Age 70 and 35% at Age 75